

**Entire Service Area**

FOR \_\_\_\_\_  
Community, Town or City

P.S.C. KY. NO. 1

**28th Revised** SHEET NO. 1

CANCELLING P.S.C. KY. NO. 1

**27th Revised** SHEET NO. 1

**Public Gas Company**

\_\_\_\_\_  
(Name of Utility)

**CONTENTS**

Applies to: All customers

Rates:

	<u>Base Rate</u>	<u>Gas Cost</u>	<u>Rate per Mcf</u>
Minimum Bill - First Mcf	\$3.2705	\$7.7557	\$11.0262
Over 1 Mcf	\$2.1505	\$7.7557	\$ 9.9062

DATE OF ISSUE March 29, 2004

Month / Date / Year

DATE EFFECTIVE May 1, 2004

Month / Date / Year

ISSUED BY Bert R. Layne 

(Signature of Officer)

TITLE CPA

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

**MAY 01 2004**

PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

BY  **EXECUTIVE DIRECTOR**

P.S.C. NO. 1original SHEET NO. 1

CANCELLING P.S.C. NO. \_\_\_\_\_

SHEET NO. \_\_\_\_\_

Public Gas Company  
Name of Issuing Corporation

## CLASSIFICATION OF SERVICE

N

RATE  
PER UNIT

Where a customer has installed a gas light (s) for outdoor lighting using lighting devices approved by seller of gas, and gas is unmetered, the gas consumed by such light(s) shall be assumed to be one thousand (1,000) cubic feet per month when the BTU/hour input rating is 2,250 or less. For each additional 1,250 BTU/hour input or fraction thereof, the assumed consumption shall be increased by 500 cubic feet per month. Such assumed consumption shall be billed under the rates contained herein.

Billing rate per month  
All mcf'sPUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DEC 17 1992

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)BY: [Signature]  
PUBLIC SERVICE COMMISSION MANAGER

\$6.0078

DATE OF ISSUE 25 August, 1992DATE EFFECTIVE 1 October, 1992ISSUED BY Ken Baker  
Name of OfficerTITLE PresidentIssued by authority of an Order of the Public Service Commission of Kentucky  
in Case No. \_\_\_\_\_ dated \_\_\_\_\_

Natural Gas of Kentucky Inc.

Oct. 7, 1993

To: Larry Glass

From: Mark O'Brien

re: Natural gas transportation agreement

Larry, as per our discussion in late September, I have discussed the cost of transporting gas to your asphalt plant with my partner Jadie Parsons. Based upon your request for lower pricing, to get close to the same costs as diesel fuel, we are reducing your transportation costs from \$ 4.00 per mcf, to \$ 3.00 per mcf for the life of the contract. Based upon the information which you gave to me, industry information, and burn results to date, I am confident that this new pricing will meet your needs. This new pricing is a reduction over five years of approximately \$ 54,000 from our original contract.

Sincerely,



Mark O'Brien, Natural Gas of Kentucky Inc.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JAN 31 1994

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

  
PUBLIC SERVICE COMMISSION MANAGER

## GAS TRANSPORTATION AGREEMENT

THIS AGREEMENT, made and entered into this the 19 day of July, 1993, by and between LARRY GLASS CONSTRUCTION COMPANY, hereinafter referred to as "Customer", and NATURAL GAS OF KENTUCKY, INC., hereinafter referred to as "Company".

WHEREAS, Customer owns and operates an asphalt plant in Barren County, Kentucky, which Plant currently does not have access to natural gas service of any kind; and

WHEREAS, Customer has obtained a supply of gas for use at its facilities upon receipt of transportation from Company; and

WHEREAS, Company will construct a transportation facility for delivery of Customer's gas to Customer's Plant pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual agreements, covenants and conditions herein contained, Company and Customer hereby agree as follows:

### ARTICLE I.

#### Definitions:

1.1 RATE shall mean the charge to be paid by Customer to Company for each MCF of gas delivered from the Delivery Point(s) to Customer's Plant.

1.2 DELIVERY POINT(S) shall mean the point(s) designated herein or mutually agreed by Customer and Company for delivery of the gas from Tennessee Gas Pipeline to the facilities of the Company.

1.3 QUANTITY shall mean the maximum amount of gas measured in MCF per day which Customer expects to cause to be delivered to Company at the Delivery Point(s) for redelivery to Customer's Plant.

### ARTICLE II.

#### Term:

2.1 The term of the Agreement shall commence upon the execution hereof and shall remain in effect for an initial term of ten (10) years from the date of the first deliveries hereunder, and for successive renewal terms of one (1) year thereafter, unless terminated by either party upon ~~PUBLIC SERVICE COMMISSION~~ written notice prior to the end of the initial term or any renewal ~~OF KENTUCKY~~ **EFFECTIVE**

JAN 31 1994

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

*George L. Lee*  
PUBLIC SERVICE COMMISSION MANAGER

ARTICLE III.

Delivery Point(s), Pressure and Title:

3.1 Company shall cause the gas to be delivered to Customer at the Delivery Point(s) mutually agreed. Gas will be delivered at a pressure which is sufficient to effect delivery into Customer's facilities. Company shall at all times retain title to the gas while it is being transported by Company to Customer's Plant.

3.2 Delivery Point Description (receipt by Company):

At Tennessee Gas Pipeline Tap on the Flint Knob Road in Barren County, Kentucky.

3.3 Location of facilities for final delivery of gas:

At Customer's Asphalt Plant on Flint Knob Road in Barren County, Kentucky.

ARTICLE IV.

Quantity:

4.1 Company agrees to transport all natural gas used at Customer's asphalt plant located on Flint Knob Road in Barren County, Kentucky, over the facilities to be constructed by Company for the term of this Agreement, subject to any capacity or operational limitations of such facilities, and Customer agrees to buy all gas used at this asphalt plant exclusively from Company for the term of this agreement. Gas will be transported on an interruptible basis. Customer represents that it has alternate fuel capabilities to supply this plant during periods of interruption. Customer shall submit to Company a nomination for the quantity (including allowances for fuel, compression, and shrinkage) of gas Customer expects to transport during the next calendar month, on or before ten days prior to the first day of such month, specifying its nominated quantity in MCF/day on a form supplied by Company. Customer shall be responsible for current payment of any penalties or other transporter charges resulting from imbalances caused by its failure to properly match its nominations and its purchases. Company shall be responsible for current payment of any penalties or transporter charges resulting from imbalances caused by its failure to provide supply and effect transportation of the nominated quantities to the Delivery Point(s). At least every sixty (60) days, the parties shall reduce to zero, imbalances for all but the current month, by making tender of gas volume or other adjustment as appropriate.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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SECTION 9(1)

BY: *Sharon A. Hill*  
PUBLIC SERVICE COMMISSION MANAGER

4.2 Numerical Paragraph 2.1 and any other provision contained herein to the contrary notwithstanding, in the event transportation of gas is interrupted for thirty (30) consecutive days, or in the event transportation of gas is interrupted for a total of thirty (30) days within any sixty (60) day period, this Agreement may be terminated at the expiration of thirty (30) days after receipt by Company of written notice from Customer of its intention to terminate this agreement.

#### ARTICLE V.

##### Measurement Facilities:

5.1 At or near each Delivery Point(s) hereunder, or any other mutually agreeable point, Company, at its sole expense, shall construct and install a metering station and grant and assign to Customer, or Customer's representative, all necessary rights of ingress and egress to the metering station site. The metering facilities shall be designed, owned, and constructed by Company.

5.2 Company's representative shall operate and maintain the measuring facilities including the reading, calibration, and adjusting thereof. Volumes shall be computed and the facility maintained and operated in accordance with and as prescribed by the American National Standards Institute/American Petroleum Institute (ANSI/API) standard number 2530 including current revisions thereto. Adjustments will be made for measurement errors in excess of two percent (2%) in accordance with standard pipeline practices and procedure. Customer shall have the right to install check measurement facilities provided that such does not interfere with the operation of the above mentioned measuring facilities.

#### ARTICLE VI.

##### Quality:

6.1 The gas delivered hereunder shall be of pipeline quality and conform to the specifications set forth in the applicable tariff of the Tennessee Gas Pipeline System.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JAN 31 1964

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Shayne L. Lister  
PUBLIC SERVICE COMMISSION MANAGER

ARTICLE VII.

Price:

7.1 Transportation charges will be a flat rate of \$3.00 per MCF delivered.

Such price will be the total consideration paid by Customer to Company for transportation over Company's facilities and is inclusive of any and all costs, fees, taxes, royalties, gathering, treating, and transportation expenses, subject to Section 7.2 hereof, and Company agrees to indemnify, defend and hold Customer harmless from any and all obligation or liability for same.

7.2 Any state or local sales or use tax or any utility gross receipts license tax imposed by any state or local government agency or instrumentality within Kentucky shall be paid by Customer. Nothing contained herein shall be construed as imposing any obligation on Company with respect to any tax imposed on Customer after title and possession of the gas shall have passed to Customer or Customer's designee.

ARTICLE VIII.

Facilities to be Constructed:

8.1 Upon execution of this Agreement, and subject to the receipt of all required regulatory approvals, adequate financing, and right of way agreements, and subject to the completion of a tap to the Tennessee Gas Pipeline at the Delivery Point, Company shall commence the construction of a pipeline from the Delivery Point to Customer's Plant in Barren County, Kentucky. Upon completion, Company's facilities will be operated and maintained by Company during the term of this Agreement. PUBLIC SERVICE COMMISSION OF KENTUCKY

8.3 Customer agrees to commence conversion of their plant from diesel to natural gas upon the completion of this contract and have the conversion completed within eight (8) weeks. EFFECTIVE  
JAN 31 1994

ARTICLE IX.

Billing and Payment:

9.1 Company shall render to Customer on or before the 10 day of each calendar month a statement setting forth the total quantity of gas

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Sharon L. Lister  
PUBLIC SERVICE COMMISSION MANAGER

transported to Customer's Plant during the preceding month, payment of which will be due by the 15 of the same month. If payment is not made within such time, the unpaid balance shall bear interest until paid at the prime rate of interest charged from time to time by Chase Manhattan Bank, N.A., New York, New York, to responsible industrial and commercial borrowers, plus two percent (2%); provided, however, that such rate shall not be in excess of the maximum interest rate permitted under applicable law. Payment and presentation dates hereunder will be determined by postmark dates.

#### ARTICLE X.

##### Government Regulation:

10.1 It is understood by the parties that this Agreement, and performance hereunder, is subject to all present and future valid laws, orders, statutes, and regulations of courts or regulatory bodies (State or Federal) having jurisdiction over this transaction or any party hereto. Should any party hereto, by force of any such law, order, statute, or regulation, be ordered or required to do or refrain from any act inconsistent with the provisions of this Agreement, then this Agreement may be immediately terminated by such party by written notice to the other party. If the right to termination is not exercised by either party, then this Agreement shall continue, but shall be deemed modified to conform with the requirements of such law, order, statute, or regulation.

10.2 Company agrees to make, on a timely basis, all regulatory filings if any, that may be needed to effectuate the contemplated purchase and sale.

#### ARTICLE XI.

##### Warranties:

11.1 Company warrants unto Customer, its successors, and assigns, that it holds good and marketable title to the gas transported hereunder and/or that it has the authority from the holder(s) of such title to said gas to contract for the transportation of the gas delivered to Customer hereunder.

11.2 Company agrees to indemnify, defend, and hold Customer and the property of Customer free and harmless from any and all claims, liability, loss, damage or expenses, including court costs and reasonable attorney fees of Customer, resulting from Company's obligations hereunder, including, but not limited to, any claim, liability, loss, damage or expense, including court costs and reasonable attorney fees arising:

a. By reason of injury to person or property, from whatever cause, resulting from, caused by, or arising out of Company's obligations hereunder, including any liability for injury to the person or personal property of Company, its agents, officers, or employees;

PUBLIC SERVICE COMMISSION  
OF KENTUCKY

EFFECTIVE

JAN 31 1991

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

*Sharon L. Hill*  
PUBLIC SERVICE COMMISSION MANAGER



b. By reason of any work performed or materials furnished at the instance or request of Company, its agents or employees.

c. By reason of Company's failure to perform any provision of this Agreement or to comply with any requirement imposed upon it or upon Company's operations by any duly authorized governmental agency or political subdivision, including, but not limited to, any violation or alleged violation of any Federal, state or local statute, rule, ordinance or regulation relating to the protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq. ("CERCLA"), Resource Conservation and Reorganization Act, 42 U.S.C. §6901, et seq. ("RCRA"), the Safe Drinking Water Act, 42 U.S.C. §300, et seq., the Clean Air Act, 42 U.S.C. §7401, et seq. ("CAA"), the Toxic Substance Control Act, 15 U.S.C. §2601, et seq., ("TSCA"), and the Hazardous Materials Transportation Act, 49 U.S.C. §1802, et seq., or

d. Because of Company's failure or inability to pay as they become due any obligations incurred by Company in the operations to be conducted pursuant to this Agreement.

## ARTICLE XII.

### Force Majeure:

12.1 In the event Company or Customer is rendered unable, by an event of force majeure, to carry out wholly or in part, its obligations under the provisions hereunder, it is agreed that if such party gives notice and full particulars of such event of force majeure to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party affected by such effect of force majeure shall, other than the obligation to make payments when due hereunder, shall be suspended during the continuance of any such inability so caused, and such event of force majeure shall, so far as possible, be remedied with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts and events not reasonably within the control of the party claiming suspension, but in no event shall "force majeure" mean financial inability to pay for obligations due under this Agreement.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

## ARTICLE XIII.

### Notices:

13.1 Any notice, request, demand, statement, or payment provided for in this Agreement shall be in writing and shall be deemed to have been received on the postmarked date when mailed by ordinary mail to the other party at the address appearing below. A notice sent by telecopier shall be deemed received twenty-four (24) hours after such notice was sent. The addresses of the parties are as follows:

JAN 31 1994

PURSUANT TO 807 KAR 5:011,  
SECTION 9(1)

*[Signature]*  
PUBLIC SERVICE COMMISSION MANAGER

CUSTOMER:

NOTICES AND CORRESPONDENCE:

Larry Glass Construction Company  
1683 Burkesville Road  
Glasgow, Kentucky 42141

COMPANY:

NOTICES AND CORRESPONDENCE:

Jadie Parsons  
2875 Sulphur Well Road  
Center, Kentucky 42214

or to such address as Company or Customer shall from time to time designate by letter properly addressed.

ARTICLE XIV.

Miscellaneous:

14.1 The provisions of this Agreement shall extend to the parties hereto and to their heirs, successors, and assigns. This Agreement may not be assigned without the written consent of both parties, which shall not be unreasonably withheld; provided, however, either party hereto may assign this Agreement to a financially-responsible affiliate without the prior consent of the other party.

14.2 This Agreement constitutes the entire agreement between the parties and no waiver, representation, or agreement, verbal or otherwise, shall affect the subject matter hereof unless and until such waiver, representation, or agreement is reduced to writing and executed by the authorized representative of the parties.

14.3 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JAN 31 1994

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

*George L. Hill*  
PUBLIC SERVICE COMMISSION MANAGER

"CUSTOMER"

BY: LARRY GLASS CONSTRUCTION  
COMPANY

TITLE: president

Larry T. Glass  
Signature

ATTEST:

Goulden Glass  
Signature

"COMPANY"

BY: NATURAL GAS OF  
KENTUCKY, INC.

TITLE: Director

Jodie Parsons  
Signature

ATTEST:

Goulden Glass  
Signature

OIL8/06

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JAN 31 1994

PURSUANT TO 807 KAR 5:011,  
SECTION 9(1)

BY: Shaye L. Lee  
PUBLIC SERVICE COMMISSION MANAGER

Oct. 7, 1993


To: David Howlett Scotty's Contracting

From: Mark O'Brien, Natural Gas of Ky. Inc.

Subject: Revision of Gas Transportation Agreement

David as per our discussion today please find a marked up contract which reduces our transportation charges to you to: \$ 3.00 per mcf transported for years one through five of the contract, and then to \$ 2.70 in years five through ten. This change should end any potential confusion over our pricing terms. Please initial the changes which I have made, and send them back to me along with a signed acknowledgement of this memo.

Thank You,

  
Mark O'Brien, President

  
David Howlett

Date 10-11-93

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JAN 31 1994

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY:   
PUBLIC SERVICE COMMISSION MANAGER

GAS TRANSPORTATION AGREEMENT

THIS AGREEMENT, made and entered into this the 6 day of may, 1993, by and between SCOTTY'S CONTRACTING AND STONE COMPANY, hereinafter referred to as "Customer", and NATURAL GAS OF KENTUCKY, INC., hereinafter referred to as "Company".

WHEREAS, Customer owns and operates an asphalt plant in Barren County, Kentucky, which Plant currently does not have access to natural gas service of any kind; and

WHEREAS, Customer has obtained a supply of gas for use at its facilities upon receipt of transportation from Company; and

WHEREAS, Company will construct a transportation facility for delivery of Customer's gas to Customer's Plant pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual agreements, covenants and conditions herein contained, Company and Customer hereby agree as follows:

ARTICLE I.

Definitions:

1.1 RATE shall mean the charge to be paid by Customer to Company for each MCF of gas delivered from the Delivery Point(s) to Customer's Plant.

1.2 DELIVERY POINT(S) shall mean the point(s) designated herein or mutually agreed by Customer and Company for delivery of the gas from Tennessee Gas Pipeline to the facilities of the Company.

1.3 QUANTITY shall mean the maximum amount of gas measured in MCF per day which Customer expects to cause to be delivered to Company at the Delivery Point(s) for redelivery to Customer's Plant.

ARTICLE II.

Term:

2.1 The term of the Agreement shall commence upon the execution hereof and shall remain in effect for an initial term of ten (10) years from the date of the first deliveries hereunder, and for successive renewal terms of one (1) year thereafter, unless terminated by either party upon sixty (60) days written notice prior to the end of the initial term or any renewal term.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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JAN 31 1994

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Shane L. Lyle  
PUBLIC SERVICE COMMISSION MANAGER

ARTICLE III.

Delivery Point(s), Pressure and Title:

3.1 Company shall cause the gas to be delivered to Customer at the Delivery Point(s) mutually agreed. Gas will be delivered at a pressure which is sufficient to effect delivery into Customer's facilities. Company shall at all times retain title to the gas while it is being transported by Company to Customer's Plant.

3.2 Delivery Point Description (receipt by Company):

At Tennessee Gas Pipeline Tap on the Flint Knob Road in Barren County, Kentucky.

3.3 Location of facilities for final delivery of gas:

At Customer's Asphalt Plant on Flint Knob Road in Barren County, Kentucky.

ARTICLE IV.

Quantity:

4.1 Company agrees to transport all natural gas used at Customer's asphalt plant located on Flint Knob Road in Barren County, Kentucky, over the facilities to be constructed by Company for the term of this Agreement, subject to any capacity or operational limitations of such facilities, and Customer agrees to buy all fuel used at this asphalt plant exclusively from Company for the term of this agreement. Gas will be transported on an interruptible basis. Customer represents that it has alternate fuel capabilities to supply this plant during periods of interruption. Customer shall submit to Company a nomination for the quantity (including allowances for fuel, compression, and shrinkage) of gas Customer expects to transport during the next calendar month, on or before ten days prior to the first day of such month, specifying its nominated quantity in MCF/day on a form supplied by Company. Customer shall be responsible for current payment of any penalties or other transporter charges resulting from imbalances caused by its failure to properly match its nominations and its purchases. Company shall be responsible for current payment of any penalties or transporter charges resulting from imbalances caused by its failure to provide supply and effect transportation of the nominated quantities to the Delivery Point(s). At least every sixty (60) days, the parties shall reduce to zero, imbalances for all but the current month, by making tender of gas volumes each payment, or other adjustment as appropriate.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JAN 31 1994

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Sharon L. Hill  
PUBLIC SERVICE COMMISSION MANAGER

ARTICLE V.

Measurement Facilities:

5.1 At or near each Delivery Point(s) hereunder, or any other mutually agreeable point, Company, at its sole expense, shall construct and install a metering station and grant and assign to Customer, or Customer's representative, all necessary rights of ingress and egress to the metering station site. The metering facilities shall be designed, owned, and constructed by Company.

5.2 Company's representative shall operate and maintain the measuring facilities including the reading, calibration, and adjusting thereof. Volumes shall be computed and the facility maintained and operated in accordance with and as prescribed by the American National Standards Institute/American Petroleum Institute (ANSI/API) standard number 2530 including current revisions thereto. Adjustments will be made for measurement errors in excess of two percent (2%) in accordance with standard pipeline practices and procedure. Customer shall have the right to install check measurement facilities provided that such does not interfere with the operation of the above mentioned measuring facilities.

ARTICLE VI.

Quality:

6.1 The gas delivered hereunder shall be of pipeline quality and conform to the specifications set forth in the applicable tariff of the Tennessee Gas Pipeline System.

ARTICLE VII.

Price:

7.1 Customer agrees to pay Company, for each MCF of gas transported from the Delivery Point(s) to the place of final delivery at Customer's Plant for the calendar month being billed, ~~a price equal to the monthly acquisition cost plus an additional \$3.00 per MCF transported.~~ At the end of five (5) years the price shall be ~~the monthly acquisition cost plus an additional \$2.70 per MCF transported.~~ (MOS) JAH

Such price will be the total consideration paid by Customer to Company for transportation over Company's facilities and is inclusive of any and all costs, fees, taxes, royalties, gathering, treating, ~~PUBLIC SERVICE COMMISSION~~ expenses, subject to Section 7.2 hereof, and Company agrees ~~OF KENTUCKY~~ to defend and hold Customer harmless from any and all obligation ~~EFFECTIVE~~ of liability for same.

JAN 31 1994

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

*Sharon L. Miller*  
PUBLIC SERVICE COMMISSION MANAGER

(MOD) *[Signature]*

Transportation charges will be \$4.00 per MCF delivered until the earlier of 1995, or the cumulative purchase of 40,000 MCF of natural gas at which time the transportation charge will drop to \$3.75 until the earlier of 1997, or the cumulative purchases reach 80,000 MCF, at which time the price will drop to \$3.00 per MCF delivered until the earlier of 1998 or the cumulative purchases of the customer reach 95,000 MCF, at which time the transportation charges will drop to \$2.00 per MCF delivered and remain there until the end of the initial term of the contract.

<u>YEAR</u> <u>CONTRACT</u>	<u>CALENDAR</u> <u>YEAR</u>	<u>TRANSPORTATION</u> <u>CHARGE</u> <u>PER MCF</u>	<u>CUMULATIVE</u> <u>VOLUME</u> <u>DISCOUNT</u>
	1993	\$4.00	
2	1994	4.00	40,000 MCF
3	1995	3.75	
4	1996	3.75	40,000 MCF
5	1997	3.00	15,000 MCF
6	1998	2.00	
7	1999	2.00	
8	2000	2.00	

7.2 Any state or local sales or use tax or any utility gross receipts license tax imposed by any state or local government agency or instrumentality within Kentucky shall be paid by Customer. Nothing contained herein shall be construed as imposing any obligation on Company with respect to any tax imposed on Customer after title and possession of the gas shall have passed to Customer or Customer's designee.

#### ARTICLE VIII.

##### Facilities to be Constructed:

8.1 Upon execution of this Agreement, and subject to the receipt of all required regulatory approvals, adequate financing, and right of way agreements, and subject to the completion of a tap to the Tennessee Gas Pipeline at the Delivery Point, Company shall commence the construction of a pipeline from the Delivery Point to Customer's Plant in Barren County, Kentucky. Upon completion, Company's facilities will be operated and maintained by Company during the term of this Agreement.

8.2 In event Company serves additional customers through these facilities, an equitable allocation of gas for compression, fuel, and shrinkage shall be made among such customers for purposes of determining the amount of gas transported to Customer hereunder.

8.3 Customer agrees to commence conversion of ~~gas~~ <sup>PURSUANT TO 807 KAR 5:011</sup> from diesel to natural gas upon the completion of this contract and <sup>SECTION 9.1D</sup> have the conversion completed within three (3) weeks.

*[Signature]*  
PUBLIC SERVICE COMMISSION MANAGER



ARTICLE IX.

Billing and Payment:

9.1 Company shall render to Customer on or before the 5<sup>th</sup> day of each calendar month a statement setting forth the total quantity of gas transported to Customer's Plant during the preceding month, payment of which will be due by the 15<sup>th</sup> of the same month. If payment is not made within such time, the unpaid balance shall bear interest until paid at the prime rate of interest charged from time to time by Chase Manhattan Bank, N.A., New York, New York, to responsible industrial and commercial borrowers, plus two percent (2%); provided, however, that such rate shall not be in excess of the maximum interest rate permitted under applicable law. Payment and presentation dates hereunder will be determined by postmark dates.

ARTICLE X.

Government Regulation:

10.1 It is understood by the parties that this Agreement, and performance hereunder, is subject to all present and future valid laws, orders, statutes, and regulations of courts or regulatory bodies (State or Federal) having jurisdiction over this transaction or any party hereto. Should any party hereto, by force of any such law, order, statute, or regulation, be ordered or required to do or refrain from any act inconsistent with the provisions of this Agreement, then this Agreement may be immediately terminated by such party by written notice to the other party. If the right to termination is not exercised by either party, then this Agreement shall continue, but shall be deemed modified to conform with the requirements of such law, order, statute, or regulation.

10.2 Company agrees to make, on a timely basis, all regulatory filings if any, that may be needed to effectuate the contemplated purchase and sale.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JAN 31 1994

PURSUANT TO 807 KAR 5:011,  
SECTION 9(1)

By: George A. Hill  
PUBLIC SERVICE COMMISSION MANAGER

ARTICLE XI.

Warranties:

11.1 Company warrants unto Customer, its successors, and assigns, that it holds good and marketable title to the gas transported hereunder and/or that it has the authority from the holder(s) of such title to said gas to contract for the transportation of the gas delivered to Customer hereunder.

11.2 Company shall indemnify Customer against all claims, liabilities, demands, rights of action, and causes of action (collectively "Claims"), caused by, resulting from, or arising out of Company's obligations hereunder, including any event occurring while Company is in possession of the gas transported hereunder, except where such Claims are caused by, result from, or arise out of the gross negligence of Customer.

ARTICLE XII.

Force Majeure:

12.1 In the event Company or Customer is rendered unable, by an event of force majeure, to carry out wholly or in part, its obligations under the provisions hereunder, it is agreed that if such party gives notice and full particulars of such event of force majeure to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party affected by such effect of force majeure shall, other than the obligation to make payments when due hereunder, shall be suspended during the continuance of any such inability so caused, and such event of force majeure shall, so far as possible, be remedied with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts and events not reasonably within the control of the party claiming suspension, but in no event shall "force majeure" mean financial inability to pay for any amount due under this Agreement.

ARTICLE XIII.

Notices:

13.1 Any notice, request, demand, statement, or payment provided for in this Agreement shall be in writing and shall be deemed delivered as of the postmarked date when mailed by ordinary mail to the other party at the address appearing below. A notice sent by telecopier shall be deemed received twenty-four (24) hours after such notice was sent. The addresses of the parties are as follows:

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JAN 31 1991

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Sharon L. Lee  
PUBLIC SERVICE COMMISSION MANAGER

CUSTOMER:

NOTICES AND CORRESPONDENCE:

Scotty's Contracting and Stone Company  
1140 Flint Knob Road  
Glasgow, Kentucky 42141

COMPANY:

NOTICES AND CORRESPONDENCE:

Tadco parson-  
2875 sulphur well R D  
Center KY 42214

or to such address as Company or Customer shall from time to time designate by letter properly addressed.

ARTICLE XIV.

Miscellaneous:

14.1 The provisions of this Agreement shall extend to the parties hereto and to their heirs, successors, and assigns. This Agreement may not be assigned without the written consent of both parties, which shall not be unreasonably withheld; provided, however, either party hereto may assign this Agreement to a financially-responsible affiliate without the prior consent of the other party.

14.2 This Agreement constitutes the entire agreement between the parties and no waiver, representation, or agreement, verbal or otherwise, shall affect the subject matter hereof unless and until such waiver, representation, or agreement is reduced to writing and executed by the authorized representative of the parties.

14.3 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JAN 31 1991

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Sharon L. Lee  
PUBLIC SERVICE COMMISSION MANAGER

"CUSTOMER"

BY: SCOTTY'S CONTRACTING AND  
STONE COMPANY

TITLE: Secretary

Dina Stewart  
Signature

ATTEST:  
Penny M Cline  
Signature

"COMPANY"

BY: NATURAL GAS OF  
KENTUCKY, INC.

TITLE: President

Jodie Parsons  
Signature

ATTEST:  
Judy Hopkins  
Signature

OIL8/06

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JAN 31 1994

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

Shaye L. Loe  
PUBLIC SERVICE COMMISSION MANAGER

FOR All Customers

P.S.C. Ky. No. 1

Sheet No. \_\_\_\_\_

PUBLIC GAS COMPANY, INC.

P.O. Box 619 Jackson, KY 41339

Cancelling P.S.C. Ky. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

RULES AND REGULATIONS

CUSTOMER DEPOSITS

1. The Company reserves the right to require a cash deposit prior to the initiation of service.
2. The amount of one hundred (\$100) dollars may be charged for all customers. All large volume commercial customers will be reviewed on an individual basis. A receipt will be issued to each customer upon payment of deposit, showing the name of the customer, address, date of payment and amount of deposit.
3. Interest will be paid on all sums held on deposit at the rate of 6 percent annually. Interest will be computed by a method which will result in an amount no less than that obtained by using a middle course method between simple and compound interest in compliance with Commission Order dated October 31, 1989, in Case No. 89-057. Interest on deposits computed in this manner will accrue until credited to the customer's bill or paid to the customer.
4. Where service is discontinued prior to the return of a deposit, the deposit plus all accrued interest less any amounts due the company will be refunded to the customer.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUN 11 1991

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Shirley D. Hall  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE 6 11 91  
Month Day Year

DATE EFFECTIVE 6 11 91  
Month Day Year

ISSUED BY Bill Johnson Gen Mgr.  
Name of Officer Title

P.O. Box 619 Jackson, KY  
Address 41339

FOR Entire Area Served

P.S.C. Ky. No. 1

2ND Revised Sheet No. 2

Cancelling P.S.C. Ky. No. 1

1ST Revised Sheet No. 2

Public Gas Company

~~PUBLIC SERVICE COMMISSION~~  
~~RULES AND REGULATIONS~~  
~~OF KENTUCKY~~  
~~EFFECTIVE~~

JAN 09 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

**Special charges**

BY: Jordan C. Neel  
FOR THE PUBLIC SERVICE COMMISSION

The following special charges shall be applied uniformly throughout the area served by Public Gas Company and yield only enough revenue to pay the expenses incurred in rendering the service, in accordance with 807 KAR 5:006.

**Turn-on Charge** A turn-on charge of \$35.00 will be assessed for a new service turn on, seasonal turn-on, reconnection service, or temporary service.

**Special meter reading charge** This charge of \$10.00 will be assessed when a customer requests that a meter be reread, and the second reading shows the original reading was correct.

**Late Payment Penalty** A penalty of 10% will be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The penalty shall be assessed only once on any bill for rendered services. Additional penalty charges shall not be assessed on unpaid penalty charges.

**Meter Test Charge** If a test of a meter's accuracy is requested by a customer, the customer will be required to pay the vendor for the meter test if the meter is not more than two percent (2%) fast.

DATE OF ISSUE November 14, 1996  
Month Day Year

DATE EFFECTIVE January 9, 1997  
Month Day Year

ISSUED BY Mark G. Enderle  
Name of Officer

Treasurer  
Title

P.O. Box 619, Jackson, KY  
Address

FOR Entire Area Served

E.R.C. Ky. No. 1

Original Sheet No. 3

Cancelling E.R.C. Ky. No.

Sheet No.

Public Gas Company, Inc.

## RULES AND REGULATIONS

### BUDGET BILLING

The purpose of this optional plan is to permit any customer the opportunity to equalize payment of natural gas bills rendered during a year.

This plan is available to any customer at his request under the following conditions:

1. A customer shall request budget billing and begin payments thereunder on the bill rendered for August deliveries (September billing).

Upon request by the customer the company will calculate the budget amount based on past usage at current rates, inform and secure from the customer his acceptance of the budget amount.

2. No customer in arrears shall be eligible for the budget plan until all past due accounts are paid or other wise satisfied.

3. The budget amount may be adjusted to reflect increased rates.

4. The budget balance and the actual bill will be shown on each billing.

Energy Regulatory Commission

JUL 29 1980

by B. Bestman

RATES AND TARIFFS

DATE OF ISSUE June 20 1980  
Month Day Year

DATE EFFECTIVE April 1 1980  
Month Day Year

ISSUED BY

Edsel McCow  
Name of Officer

General Manager

Title

Jackson, Kentucky

Address

FOR Entire Area Served

E.R.C. Ky. No. 1

Original Sheet No. 4

Cancelling E.R.C. Ky. No.                     

Sheet No.                     

Public Gas Company, Inc.

### RULES AND REGULATIONS

5. A budget customer shall be a twelve (12) month customer.

6. The budget amount shall be the previous twelve (12) months divided by eleven (11).

The billings in the months of July and August shall be "catch up" bills, during which any balance or overpayment will be adjusted so that the September billing the balance is zero.

CHECKED  
Energy Regulatory Commission

JUL 29 1980

by

*B. Harrison*  
RATES AND TARIFFS

DATE OF ISSUE June 20 1980 DATE EFFECTIVE April 1 1980  
Month Day Year Month Day Year

ISSUED BY Edna M. O. General Manager Jackson, Kentucky  
Name of Officer Title Address



FOR Entire Area Served

E.R.C. Ky. No. 1

Original Sheet No. 5

Cancelling E.R.C. Ky. No.

Sheet No.

Public Gas Company, Inc.

### RULES AND REGULATIONS

#### DISTCONTINUANCE OF SERVICE:

The Company may refuse or discontinue service to an applicant or customer for the following reasons:

1. For noncompliance with its rules and regulations, the regulations of the Energy Regulatory Commission or state, municipal and Federal codes applying to such service. The company shall make an effort to induce compliance, however after ten (10) days written notice service will be denied if compliance is not forth coming.
2. When a dangerous condition is found to exist, service will be denied without notice. The customer or applicant will be notified of the corrective action to be taken.
3. When reasonable access to premises is denied the company to carry out its responsibilities a fifteen (15) days notice will be given prior to termination of service.
4. For fradulent of illegal use of service.
5. For nonpayment of bills. A ten (10) day written notice shall be mailed prior to termination which shall not occur sooner the twenty-seven (27) days after the mailing date of the original bill. A residential customer may, prior to discontinuance, present a written certificate from a health official that discontinuance of service on the affected premises will result in aggravation of an existing illness or infirmity. The company will notify the customer in writing the address of state and federal programs designed to aid in payment of bills and that service will be terminated in thirty (30) days in absence of payment of all amounts due as stated in prior billings.

CHECKED  
Energy Regulatory Commission

JUL 29 1980

by *B. Redmond*  
RATES AND TARIFFS

DATE OF ISSUE June 20 1980 DATE EFFECTIVE April 1 1980  
Month Day Year Month Day Year  
ISSUED BY *Paul McCall* General Manager Jackson, Kentucky  
Name of Officer Title Address

FOR Entire Area Served

.C. Ky. No. 1

Original Sheet No. 46

Cancelling .C. Ky. No.

Sheet No.

Public Gas Company

RULES AND REGULATIONS

1. The Company will endeavor to supply gas continuously and without interruption, and adopts a standard pressure at the outlet side of the meter of 4 ounces.

The Company cannot and does not guarantee either a sufficient supply or an adequate or uniform pressure of the gas supplied and shall not be liable for any damage or loss resulting from inadequate or interrupted supply or from any pressure variations when such conditions are not due to willful fault or neglect on its part.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

AUG 17 1983

PURSUANT TO 807 KAR 5:011,  
SECTION 9(1)

BY: Camp Lee

DATE OF ISSUE 7 17 83 DATE EFFECTIVE 8 17 83  
Month Day Year Month Day Year

ISSUED BY Edith M. Cain General Manager Jackson, Ky.  
Name of Officer Title Address

FOR All Service Areas

P.S.C. Ky. No. 1

Original Sheet No. 7

PUBLIC GAS COMPANY, INC.

Cancelling P.S.C. Ky. No.           

           Sheet No.           

RULES AND REGULATIONS

1. COMPANY OWNED SERVICE LINES

The Company will install, own, operate and maintain the service line at the premises of residential and commercial customers, if such premises are not connected to a Company main by a service line. With respect to residential and commercial customers that occupy premises already connected to a Company main by a service line, the Company shall be responsible for operating and maintaining the customer service line and when the Company determines that replacement of such customer service line is necessary the Company shall be responsible for installing the service line and shall thereafter own the service line.

Any customer accepting gas service under this section shall be deemed to have granted the Company an easement across his property for such service. No service line shall be installed across private property other than the premises of the building to be supplied with gas, except after special investigation and approval by the Company.

When the length of the service pipe required between the property line and the meter is 100 feet or less, the Company will assess no charge for the service pipe installation.

When the length of required service pipe exceeds 100 feet, the Company may require the applicant to contribute toward the cost of the service line installation an amount equal to the estimated cost per foot for each lineal foot of service beyond 100 feet. Contributions by customers toward the Company's cost of furnishing and installing service lines in accordance with this section are non-refundable.

In the event that the Company is required to undertake any excavation on a customer's property in connection with the installation, repair, maintenance or replacement of a service line, the Company shall make reasonable efforts to

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

FEB 15 1994

DATE OF ISSUE 08 17 93  
Month Day Year

DATE EFFECTIVE 02 15 94  
Month Day Year

ISSUED BY Ken Baker  
Name of Officer

President POBB 19 41339  
Title PUBLIC SERVICE COMMISSION MANAGER

ORDINANCE TO 807 KAR 5.011  
SECTION 9(1)

FOR All Service Areas

P.S.C. Ky. No. 1

Original Sheet No. 8

PUBLIC GAS COMPANY, INC.

Cancelling P.S.C. Ky. No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

## RULES AND REGULATIONS

property to its original condition pursuant to generally accepted utility standards for such construction operations.

### 2. COMPANY'S EQUIPMENT AND INSTALLATION

The Company shall furnish, install and maintain at its expense the necessary service connection. The location of this service connection will be made at the discretion and judgment of the Company.

The Company will furnish, install and maintain at its expense the necessary meter, meter stand (including meter riser), regulator and connections which will be located at or near the main service connection, property line or near the building, at the discretion or judgment of the Company. Suitable site or location for the meter, meter stand, (including meter riser), regulator and connections shall be provided by the customer and the title to this equipment shall remain in the Company with the right to install, operate, maintain and remove same and no charge shall be made by the customer for use of the premises as occupied or used.

### 3. PROTECTION OF COMPANY'S PROPERTY

All meters, piping and other appliances and equipment furnished by and at the expense of the Company, which may at any time be in or on the customer's premises shall, unless otherwise expressly provided herein, be and remain the property of the Company and the customer shall protect such property from loss or damage and no one who is not an agent of the Company shall be permitted to remove such property or to tamper with or damage same.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

FEB 15 1994

DATE OF ISSUE 08 17 93 DATE EFFECTIVE 02 15 94  
Month Day Year Month Day Year  
ISSUED BY Ken Barber President POB 619, Jackson, KY 41339  
Name of Officer Title Address  
PURSUANT TO 807 KAR 5.011, SECTION 9(1)  
Month February Year 1994  
PUBLIC SERVICE COMMISSION MANAGER

Public Gas Company  
Name of Issuing Corporation

CANCELLING P.S.C. NO. \_\_\_\_\_

SHEET NO. \_\_\_\_\_

## CLASSIFICATION OF SERVICE

Gas Service to Customers Connected Directly to Jefferson Gas  
Transmission's PipelineRATE  
PER UNIT

## Requested provisions:

1. Jefferson Gas Transmission Company (Jefferson) shall be responsible for providing a permanent supply of gas up to the metered valve where gas is sold to Public Gas Company (Public);
2. Public shall be responsible for all meter installations, meter reading, etc.;
3. No "laterals" or "mains" will be installed by Public. Lines to be laid by Public will be service lines only;
4. Public shall furnish Jefferson with regular meter readings to measure the amount of gas purchased at the metered tap-in point, and Jefferson shall have the right to verify such readings;
5. Jefferson shall invoice Public for gas purchased at the current contract rate, this agreement incorporates that purchase contract by reference;
6. Jefferson shall designate which areas of its gathering line it will make available to Public under this tariff, as not all areas will be guaranteed a sustainable gas supply for the foreseeable future;
7. In the unlikely event the wells go dry in an area that Jefferson has allowed Public to tap-in, and it becomes necessary to "back-flow" gas to a Public tap-in, Jefferson customers in the area will have the option to become Public customers;
8. Any customers qualified to receive service under KRS 278.485 that become Public customers pursuant to this contract can become Jefferson farm-tap customers by purchasing the hook-up from Public at its depreciated cost.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DATE OF ISSUE \_\_\_\_\_

DATE EFFECTIVE JAN 13 1996ISSUED BY \_\_\_\_\_  
Name of OfficerTITLE \_\_\_\_\_  
PURSUANT TO 807 KAR 5011,  
SECTION 9(1)BY: Jordan C. Neal  
Commissioner of Public ServiceIssued by authority of an Order of the Public Service Commission  
in Case No. \_\_\_\_\_ dated \_\_\_\_\_

For ☐ Entire service area  
Community, Town or City

P.S.C. NO. \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

CANCELLING P.S.C. NO. \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

PUBLIC GAS COMPANY

\_\_\_\_\_  
Name of Issuing Corporation

## RULES AND REGULATIONS

### PURCHASED GAS COST ADJUSTMENT CLAUSE

#### Determination of GCR

The Company shall file a quarterly report with the Commission which shall contain an updated Gas Cost Recovery Rate (GCR) and shall be filed at least thirty (30) days prior to the beginning of each calendar quarter. The GCR shall become effective for billing for service rendered on or after the first day of each calendar quarter.

The Gas Cost Recovery Rate is comprised of:

1. The expected gas cost component (EGC) on a dollar-per-Mcf basis, which represents the average expected cost of purchased gas.
2. The Actual Cost Adjustment (ACA), on a dollar-per-Mcf basis, compensates for over- or under-collection of gas cost resulting from differences between expected gas cost and the actual cost of gas. For purposes of determining the GCR, the ACA for the application period and for the three (3) preceding calendar quarters. This may also be used to compensate for any over or under recoveries remaining from previous actual and/or refund adjustments after a 12 month period.
3. The supplier refund adjustment (RA) on a dollar-per-Mcf basis, which reflects the refunds received from suppliers during the reporting period plus interest at a rate equal to one-half of one percent below the average 90-day commercial paper rate for the twelve-month period. In the event of any large or unusual refunds, the Company may apply to the Public Service Commission for the right to depart from the refund procedure herein set forth.

DATE OF ISSUE 8-22-2000

DATE EFFECTIVE September 25, 2000

ISSUED BY Mark G. Enderle  
Name of Officer

TITLE Treasurer  
PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

*Mark G. Enderle*

SEP 25 2000

PURSUANT TO 807 KAR 5.011,  
SECTION 9(1)

BY Stephan Bue  
SECRETARY OF THE COMMISSION

For Entire service area  
Community, Town or City

P.S.C. NO. \_\_\_\_\_

SHEET NO. \_\_\_\_\_

CANCELLING P.S.C. NO. \_\_\_\_\_

SHEET NO. \_\_\_\_\_

**PUBLIC GAS COMPANY**

Name of Issuing Corporation \_\_\_\_\_

**RULES AND REGULATIONS**

Billing

The gas cost recovery rate to be applied to bills of customers shall equal the sum of the following components:

$$\text{GCR} = \text{EGC} + \text{RA} + \text{ACA}$$

The GCR will be added to or subtracted from the tariff rates prescribed by the Commission Order on the Company's latest general rate case and will be included in the tariff rates stated on each applicable rate sheet within this tariff.

Definitions

For the purposes of this tariff:

- a. "Average Expected Cost" is the cost of purchased gas which results from the application of supplier rates currently in effect, or reasonably expected to be in effect during the calendar quarter, on purchased volumes for the most recently available twelve-month period, divided by the corresponding sales volume. In the event that line loss exceeds 5 percent, purchased volumes for the twelve-month period shall be calculated as: sales volumes divided by .95. Where the calculations require the use of volumes used during a given period, and those volumes did not exist for a particular source for the entire period, or the Company expects the volumes to change substantially, the Company may make appropriate adjustments to its calculations. Any adjustments of this type shall be described in the quarterly Gas Cost Recovery Report.
- b. "GCR" means the quarterly updated gas cost recovery rate and is the sum of the expected gas cost component plus the supplier refund adjustment plus the actual cost adjustment; i.e.,  $\text{GCR} = \text{EGC} + \text{RA} + \text{ACA}$ .
- c. "Calendar Quarters" means each of the four three-month periods of (1) November, December, and January; (2) February, March, and April; (3) May, June, and July; (4) August, September, and October.
- d. "Reporting Period" means the three-month accounting period that ended approximately sixty (60) days prior to the filing date of the updated gas cost recovery rates, i.e., the calendar quarters ended January 31, July 31, and October 31 of each year.

DATE OF ISSUE \_\_\_\_\_

DATE EFFECTIVE September 25, 2000

ISSUED BY Mark G. Enderle  
Name of Officer

TITLE Treasurer SEP 25 2000

PURSUANT TO 807 KAR 5011,  
SECTION 9(1)  
BY Stephan O. Bell  
SECRETARY OF THE COMMISSION

**PUBLIC GAS COMPANY**  
Name of Issuing Corporation

For Entire service area  
Community, Town or City  
P.S.C. NO. \_\_\_\_\_  
SHEET NO. \_\_\_\_\_  
CANCELLING P.S.C. NO. \_\_\_\_\_  
SHEET NO. \_\_\_\_\_

**RULES AND REGULATIONS**

Interim Gas Cost Adjustment

The Company may apply to the Public Service Commission for an interim PGA in addition to the quarterly GCA should any significant change in supplier rates occur.

DATE OF ISSUE \_\_\_\_\_  
ISSUED BY Mark G. Enderle  
Name of Officer

DATE EFFECTIVE September 25, 2000

TITLE Treasurer  
PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 25 2000

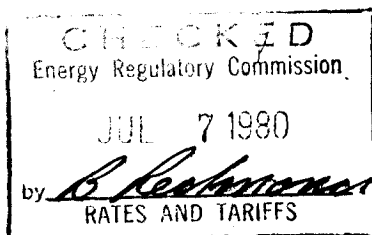
PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)  
BY Stephan D. Bell  
SECRETARY OF THE COMMISSION



ADOPTION NOTICE

The undersigned Public Gas Company  
(Name of Utility)  
of Jackson, Kentucky hereby adopts, ratifies, and  
makes its own, in every respect as if the same had been originally  
filed and posted by it, all tariffs and supplements containing rates,  
rules and regulations for furnishing natural gas  
(Nature of Service)  
service at Jackson, Kentucky in the Commonwealth of Kentucky,  
filed with the Energy Regulatory Commission by Panbowl Gas Company  
of Jackson, Kentucky,  
(Name of Predecessor)  
and in effect on the 31st day of March, 19 80,  
the date on which the public service business of the said Panbowl Gas Company  
was taken over by it.  
(Name of Predecessor)

This notice is issued on the 16 day of June,  
19 80, in conformity with 807 KAR 25:030, Section 9 of the Regula-  
tions for the filing of Tariffs of Public Utilities with the Energy  
Regulatory Commission.



Public Gas Company

By

Edsel M. Owen